

12/28/01

01-15-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101947295

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FLEET NATIONAL BANK, AS AGENT

100 FEDERAL STREET

BOSTON, MA 02110

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other TERMINATION OF SECURITY INTEREST

Execution Date: 12/ /01

2. Name and address of receiving party(ies)

Name: AVIALL, INC.

Internal

Address: _____

Street Address: 2075 DIPLOMAT DRIVE

City: DALLAS State: TX Zip: 75234

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ Other _____

If assignee is not dom ciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 12

SEE ATTACHED EXHIBIT A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: BINGHAM DANA LLP, JULIE TAMBURO

Internal Address: _____

Street Address: 150 FEDERAL STREET

City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

01/14/2002 DBYRNE 00000594 1331270

01 FC:481
02 FC:482JULIE TAMBURO 40.00 OP
275.00 OP

Name of Person Signing

Signature

12/28/01

Date

6

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002423 FRAME: 0780

EXHIBIT A

AVIALL INC.'S TRADEMARKS

AVIALL, INC.
Trademark Applications and Registrations
Owned by Aviall, Inc.

| TRADEMARK | REGISTRATION NO. |
|----------------------------|------------------|
| A AND TRIANGLE DESIGN | 1331270 |
| AEROMAX | 1684079 |
| AEROMAX & DESIGN | 1689439 |
| AIRNET | 1789784 |
| AIRPLANE THINGS AND DESIGN | 1752974 |
| AVIALL | 1263792 |
| AVIALL & DESIGN | 1263793 |
| AVIALL DESIGN & TRIANGLE | 1334698 |
| AVIALL LOGO (NEW) | 2000188 |
| AVIX | 1906351 |
| VAN DUSEN DESIGN | 911064 |
| VANMARK & DESIGN | 1138369 |

COPY

**TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

AVIALL, INC.

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of December 21, 2001, by **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent"), in connection with the Revolving Credit and Term Loan Agreement, dated as of December 23, 1999 (as heretofore amended, and in effect, the "Credit Agreement"), by and among Aviall, Inc., a Delaware corporation (the "Borrower"), the Agent and the Banks party thereto.

WHEREAS, in connection with the Credit Agreement, the Borrower and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of December 23, 1999, (the "Trademark Agreement"), which Trademark Agreement was recorded January 21, 2000 with the United States Patent and Trademark Office at Reel 002021, Frame 0334 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Borrower granted to the Agent a security interest in, and granted, assigned and conveyed to the Agent, by way of collateral security, the Borrower's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Borrower its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Borrower, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

FLEET NATIONAL BANK.,
as Agent

By: 

Name: Michael Blake

Title: Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of December, 2001 personally appeared Michael Blake to me known personally, and who, being by me duly sworn, deposes and says that he is a Director of **FLEET NATIONAL BANK**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Notary Public

My Commission Expires: 8/16/02

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